

U.S. DISTRICT COURT  
MIDDLE DISTRICT OF TN

Defendant Humphrey respectfully requests the opportunity to present proof and testimony that will show:

1. David Humphrey does not own the domain name takingontimeshare.com;

2. Takingontimeshare.com is owned by a Florida company called M & R Financial Holdings, LLC;

4. David Humphrey is not the owner of M & R Financial Holdings, LLC; and

3. David Humphrey does not own or control the content of the website www.takingontimeshare.com, and has not made any false statements in his pleadings, or in any other document submitted to this Court, in violation of this Court's orders.

**ALLEGATIONS OF WYNDHAM VACATION RESORTS, INC.**

1. Once again Wyndham, through its continued use of a "Show Cause" type Motion and request for Hearing, intends to shift the burden of proof of compliance away from it and onto the Defendants, while offering no proof of *any* violation of this Honorable Court's Orders. Instead it continues, as it has from the beginning, to knowingly mislead this Court with "facts" tailored to suit its purposes rather than support the truth.

2. Wyndham, in its Supplemental Memorandum and accompanying attachments, has alleged that Defendant Humphrey is "continu[ing] to violate the terms of the Amended Injunction, [and] has also made false statements in his pleadings submitted to the Court." Defendant Humphrey will show this Court that he has complied with its orders and has not knowingly made any false statements.

Defendant Humphrey will once again endeavor to show that the creation of the original scenario presented to this Court by Wyndham in order to obtain the TRO, Injunction and Amended Injunction was knowingly fabricated by Wyndham and remains purposefully misleading.

3. Wyndham, in its Supplemental Memorandum of Law and accompanying attachments, attempts to draw a connection between Defendant Humphrey and the content on the website [www.takingontimeshare.com](http://www.takingontimeshare.com). Wyndham has provided documents from eNom, Inc. showing that David Humphrey is the registered contact person for this website effective 4/5/2010 and that the previous contact person was Ryan Lear. Nowhere on these documents does it state or show that Defendant Humphrey is the owner or has control over the website content.

**TAKINGONTIMESHARE.COM AND M & R FINANCIAL HOLDINGS, LLC**

1. The domain name "takingontimeshare.com" was purchased by IT Technician Ryan Lear (hereinafter "Lear") in October 2009 as part of an Internet prospecting campaign along with dozens of other domain names. See attached Affidavit of Ryan Lear.

2. In December of 2009, Humphrey and Lear formed the business Data Networking Solutions, LLC (hereinafter "DNS") to provide web-hosting and other Internet related business services. At this time, several of the domains purchased by Humphrey and Lear were combined under DNS. One of these domain names happened to be [www.takingontimeshare.com](http://www.takingontimeshare.com).

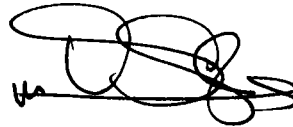
3. In February 2010, DNS began providing web-hosting services to M & R Financial Holdings, LLC, d/b/a Taking On Timeshare (hereinafter "M & R"). See attached EXHIBIT A.

4. Defendant Humphrey does not own, control or manage the website [www.takingontimeshare.com](http://www.takingontimeshare.com) and never has. This website is completely owned managed and controlled by M & R. *See* attached EXHIBIT B.

5. Defendant Humphrey did not place, nor authorize to place, any references to Wyndham on the website [www.takingontimeshare.com](http://www.takingontimeshare.com). Defendant Humphrey does not receive any compensation from M & R other than for the hosting services provided by DNS. These services have no connection to the services offered by M & R and in no way can be construed as violative of this Court's Orders.

In Sum, there is simply no proof that Defendant Humphrey has violated this Court's Orders and it should deny Wyndham's Motion.

**Respectfully Submitted,**

A handwritten signature in black ink, appearing to read 'David S. Humphrey', with a horizontal line drawn underneath it.

**DAVID S. HUMPHREY  
5318 Tidwell Hollow Road  
Nashville, Tennessee 37218**

***Pro Se***

**CERTIFICATE OF SERVICE**

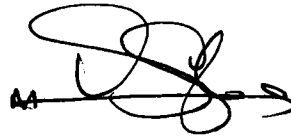
The undersigned hereby certifies that on the 29 day of June, 2010, a true and exact copy of the foregoing Response has been forwarded by regular US Mail, postage prepaid, to the persons listed below:

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A handwritten signature in black ink, appearing to read 'D. S. Humphrey', written over a horizontal line.

DAVID S. HUMPHREY